

- f) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Pool HVAC Unit Replacement – Troy Community Center**

Resolution #2016-03-054-J-4f

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RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the installation of a new Pool HVAC Unit for the Troy Community Center for an estimated cost of \$290,837.00, not to exceed budgetary limitations, to the lowest bidder meeting specifications, *Tech Mechanical, Inc. of Pontiac, MI*, at the base bid price contained in the bid tabulation opened February 25, 2016; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and contract documents, including insurance certificates, performance, labor and material bonds, maintenance bonds and all other specified requirements.

PO# 2016-...146

# PURCHASE ORDER

No. 2016-00000146  
 DATE: 04/06/2016  
 PAGE: 1 of 1  
**FOB DESTINATION**

**Ship To**  
 CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

**Bill To**  
 CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

**COUNCIL RESOLUTION**  
 2016-03-054-J-4F

**VENDOR NO. 143079**

**Vendor**  
 TECH MECHANICAL INC  
 1490 E HIGHWOOD  
 PONTIAC, MI 48340

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Pool HVAC Replacement Project Complete and install a new Pool HVA Unit for the Troy Community Center as per all bid specifications in accordance with ITB-COT 16-06; as per the direction of Mr. Steve Pallotta Director of Building Operations. Call to schedule install. 248 524 3503.	290,837.0000	\$290,837.00

Entered By: MaryBeth Murz

\$290,837.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 3/21/2016. Certificate of Insurance and all required Bonds shall be on file for duration of project.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

CITY OF TROY  
PURCHASE ORDER  
Pool Unit Replacement

VENDOR NAME:	Tech Mechanical Pontiac, MI
Check #	934490
Amount	\$5,000.00

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of a NEW Pool Unit at the Troy Community Center as per all work herein described and/or shown on the drawings and as per all bid specifications.**

Base Bid Price:	\$290,837.00
<b>CONTACT INFORMATION:</b>	
Hours	7:00am-4:30pm M-F
24 Hour Phone Number	248-322-5600
<b>PROGRESS PAYMENTS</b>	30% down, 60% upon delivery of equip, 10% upon completion
<b>REFERENCES:</b> Yes or No	Yes
<b>INSURANCE</b>	Yes
<b>SIGNATURE PAGE:</b>	Yes
<b>PAYMENT TERMS</b>	Blank
<b>WARRANTY:</b>	Blank
<b>EXCEPTIONS:</b>	N/A
<b>FORMS:</b>	Yes

ORIGINAL



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 16-06  
Page 1 of 6

The undersigned proposes to **INSTALL A NEW POOL UNIT REPLACEMENT AT TROY COMMUNITY CENTER** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** TECH MECHANICAL, INC.

**The bid document contains the following sections:**

Instructions to Bidders (2 pages)	Specifications – Diffusers, Registers, Grilles (2 pages)
Bid Proposal (7 pages)	Specifications – Testing, Adjusting, Balancing (7 pages)
Forms (8 forms)	Specifications – Basic Electrical Requirements (2 pages)
Specifications – Basic Mechanical Materials & Methods (4 pages)	Specifications – Raceways (4 pages)
Specifications – Duct Insulation (2 pages)	Specifications – Wires and Cables (4 pages)
Specifications – Fuel Gas Piping (5 pages)	Public Act 57 (2 pages)
Specifications – Rooftop Air Conditioners (7 pages)	Sample Insurance Certificate (1 page)
Specifications – Metal Ducts (4 pages)	Consent of Surety - sample (1 page)
Specifications – Power Ventilators (3 pages)	Statement of No Bid (1 page)
	Plans (4 pages)

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

**BID PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings.**

**BASE BID:** Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of a NEW Pool Unit at the Troy Community Center as per all work herein described and/or shown on the drawings and as per all bid specifications.

**BASE BID PRICE:** 290,837<sup>00</sup> TWO HUNDRED NINETY THOUSAND  
EIGHT HUNDRED THIRTY SEVEN

**UNIT PRICES:**

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

**MANDATORY PRE-BID MEETING:**

A **Mandatory Pre-Bid Meeting** will be held on **Thursday February 11, 2016 at 10:00 am** at the Troy Community Center 3179 Livernois, Troy, Michigan 48083. Meet in Conference Room 304-305. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Mr. Steve Pallotta, Building Operations Director at (248) 524-3503 or [PallotaSA@troymi.gov](mailto:PallotaSA@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**SITE INSPECTIONS:**

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. Bidders are required to field verify exact service points with the utility company prior to submitting bid proposal. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the bid proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the Troy Community Center work site.

**CONTACT INFORMATION:**

Hours of operation: 7A-4<sup>30P</sup> M-F 24 Hr. Contact Phone No. 248-322-5600

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one that pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**PURCHASE ORDER:**

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding Iran linked Business forms and return with your bid proposal.

COMPANY NAME:

TECH MECHANICAL, INC.

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7; page 6 of 10). The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule 30% DOWN, 60% UPON DELIVERY OF EQUIPMENT, 10% UPON COMPLETION

(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years.

COMPANY: \_\_\_\_\_  
ADDRESS: SEE FOLLOWING PAGE  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

**PUBLIC ACT 57:**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

COMPANY NAME: TECH MECHANICAL, INC.



-Engineering, Installation and Service  
-HVAC, Controls and Industrial  
Ventilation

## PROJECT REFERENCES

Lakeview Schools Wheat Elementary - VRF project – Partners In Architecture architect  
Contact Steve Rewers 586-615-1318 \$957,000.00 completed 09/13 80% personnel

Davison Schools - VRF & boiler project - King Scott architect  
Contact Phil Thom 810-287-9035 \$812,000.00 completed 05/14 80% personnel

Fitzgerald Schools FHS – major mechanical renovation – Partners In Architecture architect  
Contact Melanie Rainwater 586-306-6611 \$510,000.00 completed 08/14 80% personnel

City of Birmingham Baldwin Public Library - major boiler & chiller project  
Contact Carlos Jorge 248-568-6966 \$570,040.00 completed 12/12 80% personnel

Oakland County Jail multiple air handlers replacement project – Berbiglia architect  
Contact Kurt Taylor 248-858-0189 \$692,000.00 completed 10/14 80% personnel

City of Sterling Heights library, city hall, DPW, police dept., rec center - major boiler project –  
McMillan & Assoc architect  
Contact Gary Schamehorn 586-446-2740 \$811,557.00 completed 03/11 80% personnel

City of Livonia City Hall - major boiler & controls project  
Contact Jim Inglis 248-477-7086 \*5 \$357,401.00 completed 12/12 80% personnel

St Paul Church - ongoing service customer  
Contact Bob Gornoy 313-885-3430

Magna Electronics – ongoing industrial service & installation customer  
Contact Jim Pettinato 248-696-6429

Dextech – ongoing installation customer  
Contact Dan White 810-348-9405

**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Steve Pallota, Director of Building Operations. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed. **Project Completion Date: JUNE 30, 2016.**

**IMPORTANT INFORMATION:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: TECH MECHANICAL, INC.



Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: TECH MECHANICAL, INC.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: TECH MECHANICAL, INC.

**SIGNATURE PAGE**

**PRICES:**

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 38-2484711

COMPANY: TECH MECHANICAL, INC.

ADDRESS: 1490 E. HILLOWOOD CITY: PONTIAC STATE: MI ZIP: 48340

PHONE: (248) 322-5100 FAX NUMBER: (248) 322-9785

REPRESENTATIVE NAME: BRAD REEDY

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: \_\_\_\_\_ WARRANTY: \_\_\_\_\_

CHECK INCLUDED: \_\_\_\_\_ COMPLETION: \_\_\_\_\_

EMAIL: \_\_\_\_\_

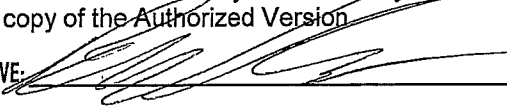
**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer.

N/A

**ACKNOWLEDGEMENT:**

I, BRAD REEDY, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**NOTE:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**US FUNDS:** All prices are to be quoted in U. S. Currency.





**Legal Status of Bidder:**

The Bidder shall fill out the appropriate form and strike out the other two:

~~A corporation duly organized and doing business under the laws of the State of MICHIGAN for whom BRAD REEDY, bearing the office title of PROJECT MANAGER, whose signature is affixed to this proposal, is duly authorized to execute contracts.~~

~~A partnership, all members of which, with addresses, is:~~

<del>_____</del>	_____
<del>_____</del>	_____
<del>_____</del>	_____
<del>_____</del>	_____
<del>_____</del>	_____
<del>_____</del>	_____
<del>_____</del>	_____

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

<del>_____</del>	_____
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CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

BRAD REEDY, being duly sworn deposed, says that he/she  
(Print Full Name)

is PROJECT MANAGER. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

Lee E. Rabideau  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 25<sup>th</sup> day of February, 2016 in and for  
Oakland County.

My commission expires:  
01-16-19

LEE E. RABIDEAU  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 01-16-2019  
Acting in the County of Oakland





**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

TECH MECHANICAL INC.  
Name of Agency/Company/Firm (Please Print)

BRAD REEDY  
Name and title of authorized representative (Please Print)

[Signature]  
Signature of authorized representative  
Date

2-25-16

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	TECH MECHANICAL, INC.
Street Address	1490 E HIGHWOOD
City	PONTIAC
State, Zip	MI 48346
Corporate I.D. Number/State	3161193 DEPT OF LICENSING CORP #
Taxpayer I.D. #	38-2484711

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

BRAD REEDY

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

CHERYL K MOORE





**City of Troy**  
**OAKLAND COUNTY, MICHIGAN**  
**FINAL WAIVER OF LIEN**

FILE NUMBER: \_\_\_\_\_ LOAN NUMBER: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: \_\_\_\_\_  
(Construction Company)

To furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ which are owned by the City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$ \_\_\_\_\_ and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the above described premises and improvements thereon, and on the moneys or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

Seal \_\_\_\_\_

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself/herself as partner.

# Consent of Surety To Final Payment

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**TO OWNER:** City of Troy  
(Name & Address) 500 West Big Beaver  
Troy, MI 48084

**ARCHITECT'S PROJECT NO.:** \_\_\_\_\_

**CONTRACT FOR:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND NO.:** \_\_\_\_\_

**CONTRACT DATED:** \_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as included above

(Insert Name and Address of Surety)

SURETY, on bond of \_\_\_\_\_  
(Insert Name and Address of Contractor)

\_\_\_\_\_, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to:

(Insert Name and address of Owner)

\_\_\_\_\_, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: \_\_\_\_\_  
(Insert in writing the month by the numeric day)

Attest:  
(Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed Names & Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CAN Insurance Companies.  
The language in this document conforms exactly to the language used in AIA Document G707 – Consent of Surety Company to Final Payment – 1994 Edition.